

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:
	:
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i>,	:
	:
Debtors.	:
	:
-----X	

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

STIPULATION TO WITHDRAW PROOF OF CLAIM NUMBER 24151

This stipulation (the “Stipulation”) is made as of this 16th day of September 2011, by and among Lehman Brothers Holdings Inc. (“LBHI”), OMX Timber Finance Investments II, LLC (“OMX”), and Wells Fargo Bank Northwest, N.A. as Indenture Trustee (the “Indenture Trustee”) and collectively with LBHI and OMX, the “Parties”).

RECITALS

WHEREAS, on September 15, 2008 and periodically thereafter, LBHI and certain of its subsidiaries (collectively, the “Debtors”) commenced the above-captioned voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, on or about December 24, 2008, OMX filed a proof of claim against LBHI, which was assigned claim number 1439 by the Debtors’ Court-approved claims agent (“Claim 1439”);

WHEREAS, on or about September 18, 2009, OMX amended Claim 1439 by filing an amended proof of claim against LBHI, which was assigned claim number 17120 by the Debtors’ Court-approved claims agent (“Claim 17120”);

WHEREAS, on April 28, 2011, the Bankruptcy Court disallowed and expunged Claim 1439 pursuant to the Second Supplemental Order Granting Debtors' Second Omnibus Objection To Claims (Amended And Superseded Claims) [Docket No. 16348];

WHEREAS, on or about September 21, 2009, the Indenture Trustee filed a proof of claim against LBHI, which was assigned claim number 24151 by the Debtors' Court-approved claims agent ("Claim 24151");

WHEREAS, OMX and the Indenture Trustee are parties to an Indenture dated as of December 21, 2004 (the "Indenture") which provides, among other things, that OMX "shall take all such lawful action as the Indenture Trustee may request to compel or secure . . . performance of obligations under" a certain Installment Note dated October 29, 2004 and a certain Guaranty dated October 29, 2004; and

WHEREAS, OMX and the Indenture Trustee agree that Claim 17120 and Claim 24151 (collectively, the "Claims") are substantively duplicative of each other;

NOW, THEREFORE, the Parties hereby agree as follows:

- 1) Claim 24151 shall be deemed withdrawn, effective immediately.
- 2) All claims asserted in, information included in, and supporting documentation for, Claim 24151, shall be treated as having been included in Claim 17120.
- 3) OMX and the Indenture Trustee agree (and LBHI does not object) that in accordance with the Indenture, the Indenture Trustee, represented by Bingham McCutchen LLP, shall have the authority to prosecute and defend Claim 17120.
- 4) Nothing in this Stipulation constitutes any admission or finding with respect to the Claims, and the Debtors' rights to object to Claim 17120 or any portion thereof on any and all bases are expressly preserved; provided, however, that the Debtors shall not object to Claim

17120 on the basis that the claim should have been filed by the Indenture Trustee rather than OMX.

5) The Debtors' Court-approved claims agent is immediately authorized and directed to modify the claims register to reflect the terms of this Stipulation.

6) To the extent not governed by the Bankruptcy Code, this Stipulation shall be governed by, and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed in that State without reference to its conflict of laws rules. The Parties agree that the appropriate and exclusive forum for any disputes arising out of this Stipulation shall be the Bankruptcy Court, or if such court will not hear any such suit, the United States District Court for the Southern District of New York, and the Parties hereto irrevocably consent to the exclusive jurisdiction of such courts, and agree to comply with all requirements necessary to give such courts jurisdiction.

7) This Stipulation shall be effective upon execution by each of the Parties.

8) Should any provision of this Stipulation require judicial interpretation, it is agreed that a court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all Parties have participated in the preparation of this Stipulation.

9) This Stipulation may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation to present any copy, copies, electronic copies, or facsimiles signed by the Parties to be charged.

10) Each of the persons executing this Stipulation by or on behalf of each respective Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of the Party he or she represents.

11) This Stipulation can only be amended or otherwise modified by a signed writing executed by the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties, by duly authorized persons, have executed this
Stipulation as of the date first written above.

By: /s/ Robert J. Lemons
Robert J. Lemons

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